

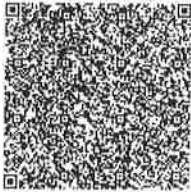


## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No.	: IN-DL09813910538231U
Certificate Issued Date	: 02-Nov-2022 06:30 PM
Account Reference	: IMPACC (IV)/ dl732103/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL73210395421684051899U
Purchased by	: SUNRISE MENTORS PVT LTD
Description of Document	: Article 5 General Agreement
Property Description	: AGREEMENT
Consideration Price (Rs.)	: 0 (Zero)
First Party	: SUNRISE MENTORS PVT LTD
Second Party	: TRAINEE
Stamp Duty Paid By	: SUNRISE MENTORS PVT LTD
Stamp Duty Amount(Rs.)	: 200 (Two Hundred only)



Please write or type below this line

This Stamp Paper forms an integral part of the agreement bearing unique ID No. FE501AH715 , executed between Sunrise Mentors Pvt LTD. and the Trainee.

#### Statutory Alert:

1. The authenticity of this Stamp certificate should be verified at 'www.shclstamp.com' or using e-Stamp Mobile App of Stock Holding. Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate
3. In case of any discrepancy please inform the Competent Authority

STUDENT CONSENT FORM	
<b>Student First Name:</b> Khushboo <b>Last Name:</b> Kachhi <b>Program Name:</b> Career Camp Freshers <b>Course Name:</b> Full Stack Web Development; <b>Training Start Date:</b> 16/12/2022 <b>Date of Birth:</b> 17-09-2000 <b>Pan Card No:</b> LTAPK1413K <b>Residence Address:</b> Jabalpur, MP, 482004 <p>Thank you for considering me for the Career Camp program. I have read and agreed to the terms of the Training Agreement.</p> <p>A copy of my PAN CARD has been attached along with the Student Consent Form and the Training Agreement.</p> <p>I also agree to undertake the terms mentioned below:</p>	
PARTICULAR	CHECKLIST
I understand Coding Ninjas Career Camp is a Career Program designed to enhance technical skills of Trainees and to assist them in finding a job.	<input checked="" type="checkbox"/>
I have gone through the Program structure and components and firmly believe the same will add value to me	<input checked="" type="checkbox"/>
I agree to undertake my Training in the most sincere and ethical manner, and not use any unfair means to improve my marks/performance during the Training.	<input checked="" type="checkbox"/>
In case, I am found using unethical means to improve my marks/performance during the Training, I accept that Coding Ninjas has the right to discontinue my Training, and I shall still be required to pay the Training Fees as per the Training Agreement.	<input checked="" type="checkbox"/>
I agree to put in my honest efforts to learn in the program. I will go through the weekly lectures, complete assignments and submit projects with utmost sincerity.	<input checked="" type="checkbox"/>
I will respond to any direct communication from Coding Ninjas representatives over designated channels such as mail, Slack, Phone messages, calls as the case maybe	<input checked="" type="checkbox"/>
I plan to work full time immediately after successfully completing the program and I will actively seek suitable opportunities	<input checked="" type="checkbox"/>
I will undertake the suggested efforts by Coding Ninjas and otherwise to upskill myself to find a suitable job	<input checked="" type="checkbox"/>
I understand Coding Ninjas will make attempts to help find an Eligible Job Offer. However, the onus lies on me to prepare and try giving my best for the same. While at the same time	<input checked="" type="checkbox"/>
I understand I will have to dedicate at least 18-20 hours to the program weekly	<input checked="" type="checkbox"/>
*By ticking the above boxes you are indicating that you agree to undertake the terms mentioned above.	

**TRAINING AGREEMENT****1. RIGHTS AND OBLIGATIONS UNDER THIS AGREEMENT**

1.1 Subject to the terms of this Agreement, Sunrise Mentors Pvt. Ltd. (“**Company**” or “**Coding Ninjas**”) agrees to provide you with the Training.

1.2 To undertake the Training, You unconditionally agree to pay the entire **Deferred Payment Amount**, to Coding Ninjas in the following manner:

TRAINING FEES PLAN PAYMENT	TIMELINE
<p>Payment to be paid in the following manner:</p> <p><b>Option 1: Monthly payments</b></p> <p>By way of third party financing in the following manner: Starting from 45 days of the receiving the Eligible Job Offer</p> <p>A. INR 3,00,000; or</p> <p>B. 15% of the pre-tax annual income over a period of 3 years within the 10<sup>th</sup> of each month,</p> <p>whichever is lower of the above</p> <p><b>Option 2: Lump sum payment</b></p> <p>I may also directly make a lump sum payment to Coding Ninjas on the balance INR 3,00,000, within 45 days of receiving an Eligible Job Offer. If I chose to do so, Coding Ninjas agrees to provide an additional 10% discount on the lumpsum payment.</p>	<p>In monthly installments as per the Agreement and the agreement with the Financial Partner.</p> <p>Within 45 days of receiving an Eligible Job Offer.</p>

**1.3 Calculation of amounts due under a Plan**How is the Fees calculated?

- i. The Deferred Fees will be calculated after you complete your Training, and receives an Eligible Job Offer. You are required to inform Coding Ninjas immediately on receiving an Eligible Job Offer. You are also required to provide details of your Actual Annual Income and the expected first salary date. Based on the information provided, Coding Ninjas will at its sole discretion determine if the offer is an Eligible Job Offer.
- ii. If the offer is an Eligible Job Offer, Coding Ninjas will calculate the Deferred Fees based on information provided by you and shall notify you of your payment obligation. If Coding Ninjas identifies that that any information provided by you is incorrect, then it can revise the Deferred Fees to reflect the appropriate numbers.
- iii. If you receive another Eligible Job Offer for higher CTC during the agreement period, your deferred payment amount and monthly EMIs will be revised in accordance to the new (higher) offer for the remaining EMIs. Total Maximum payment will be capped at 3 Lakhs as per clause 1.2
- iv. Your liability to pay Coding Ninjas starts upon receiving an "Eligible Job Offer" irrespective of whether you choose to accept it or reject it

**1.4 Obtaining Assistance from a Financial Partner**

- a. In case you wish to avail a loan in order to pay the Deferred Fees, you can avail such loan only from an approved Financial Partner, in the manner set out in this Agreement.
- b. Prior to participating in the Training, you are required to obtain pre-approval from the approved Financial Partner by filling out a request form (either physically or online) to finance the Deferred Fees through such Financial Partner. By agreeing to fill out such request form,

you will agree to avail a loan, accept all terms, carry out all actions that may be required of you (such as signing a final loan agreement, or paying the amounts due). It is clarified that you are required to obtain pre-approval in the manner set out in this sub-section as a condition to start the Training Program.

- c. You agree to notify the Company and the Financial Partner in writing of receipt of an Eligible Job Offer, within a period of 48 hours of receipt of the Eligible Job Offer or sooner. Subsequently, you will provide all information, copies of identity proof, bank statements, or other documents that may be required for the loan application process.
- d. The Financial Partner shall then immediately approve the loan, subject to you meeting the Financial Partner's eligibility criteria (as prescribed by the Reserve Bank of India, internal guidelines, conditions such as the acceptance or commencement of the Eligible Job Offer, and applicable law). You agree that on any loan getting approved and subject to the agreed terms, the Financial Partner shall be permitted to disburse to Coding Ninjas, their amounts due for the Training.
- e. You shall repay the amounts due in the manner agreed with such Financial Partner. Notwithstanding anything contained in this Agreement, the repayment of the Deferred Fees shall take place in the manner that is the same or substantially similar to the repayment plans provided in **Annexure B**.
- f. You shall repay the Financial Partner within a period of 36 months from the date of disbursement of the loan to repay Coding Ninjas (" **Loan Repayment Period**"). The tenure of the loan may vary depending on the specific terms agreed to between you and the Financial Partner from time to time.
- g. You may still be required to repay us if you are unable to meet your obligations of repayment of any 1 (one) of the first 4 (four) consecutive instalments that are due to the Financial Partner.
- h. **Financial Assistance from Coding Ninjas for repayment of loan from Financial Partner in case of Job loss for economic reasons**

i. Coding Ninjas may at its discretion provide Financial Assistance (as defined below) to you, if:

- A. you are able to establish (by way of his termination letter or otherwise) to Coding Ninjas' satisfaction that your termination was due to a lay off for economic factors not attributable to you and not on account of personal conditions such as non-performance, resignation etc.,
- B. you have availed a loan from the Financial Partner,
- C. you have not previously availed of the Financial Assistance from Coding Ninjas,
- D. you agree to repay Coding Ninjas the Financial Assistance within 45 days of completion of the Loan Repayment Period,

ii. Financial Assistance shall mean payment by Coding Ninjas to either you or to the Financial Partner on your behalf, a maximum of 3 continuous consecutive instalments of the monthly Deferred Fees (" **Financial Assistance** ").

#### 1.5 What are you required to pay if you leaves the training before completion?

You are liable to pay the Deferred Fees to Coding Ninjas for the Training in the following manner:

Timeline	Amount Due
If you Abandon the Training (with or without notice) prior to 4 weeks from the date of commencement of Training or agreement signing date whichever is earlier	Nil
If you Abandon the Training (with or without notice) after 4 weeks from the date of commencement of Training or agreement signing date, whichever is earlier but before 6 weeks of commencement of Training	INR 75,000
If you Abandon the Training (with or without notice) after 6 weeks from the date of commencement of Training	INR 3,00,000

You shall be required to give at least 10 days written notice if you intend to Abandon the Training Program by cancellation.

On any Abandonment (with or without notice), you will be required to pay such amount, as calculated by Coding Ninjas, within 10 days of notice, as applicable. You agree that the liability calculated by Coding Ninjas shall be final and binding.

#### 1.6 Direct payment by you

You may agree to pay us directly instead of through a Financial Partner at the time of receiving an Eligible Job Offer. You are required to notify us of your intent to pay us directly within 45 days of receipt of your Eligible Job Offer. Your amount due in such case, will be discounted by an additional 10% of the Deferred Fees.

Any direct payment shall be made within 3 days of confirmation of your intent to pay and no later than 45 days from the date of receipt of

the Eligible Job Offer.

You shall provide us proof of payment of your total amount due under your plan as soon as possible, and no later than 1 day of making the payment.

You agree that the absence of a proof of payment would result in us considering you to continue to abide by the terms of payment through a Financial Partner.

## **2. CODING NINJAS TO WAIVE THE DEFERRED FEES**

2.1 Coding Ninjas shall have the right (and not the obligation) to waive the payment of the Deferred Fees if you are unable to receive an Eligible Job Offer within 12 months of completion of the course.

## **3. TRAINEES OBLIGATION TO SHARE INFORMATION**

3.1 Upon completion of the Training and throughout the Payment Period, you shall at all times communicate the following to both Coding Ninjas and any Financial Partner (as the case maybe):

- a. All current and future Eligible Job Offers along with a description of the business and products or services provided and the nature of your position with each employer;
- b. the offer letter/employment agreement issued by your employer along with the bank statement for the approved bank account, and such other bank accounts in which your income is deposited.
- c. Your salary slip, Form 16, Form 26AS as and when they are filed;
- d. Details of bank statements as and when requested;
- e. Key details under any Eligible Job Offer (whether accepted or not) including current or upcoming salary, date of joining, details of employment such as role, designation, location;
- f. Any decision to pursue higher education, or accept an offer to work outside India; and
- g. Any other event that amends or expects to amend your projected Actual Annual Income or any other event that may impact your ability to earn such income.

Further, you grant to both Coding Ninjas and any Financial Partner (as the case maybe) the right to access your Cibil score at its discretion (capped at maximum once a quarter of the year)

3.2 You agree that Coding Ninjas shall have the right to process and use the information provided by you under Clause 3.1 above during the Prepayment Period and any time after for data analysis to evaluate the eligibility of other candidates, to provide you with updates/ information relating to Coding Ninjas, to third parties in the manner provided for under this Agreement, and for any other reasonable business purposes.

## **4. CODING NINJAS NEED TO ACCESS INFORMATION AND RECORDS**

4.1 After completing the Training, and for a period of one (1) year after the end of the Payment Period, you will give Coding Ninjas (and any agent, contractor or affiliate) the right to examine and audit your records pertaining to employment and to verify Actual Annual Income at any point of time during such period.

4.2 You will provide all information due at any point or points during the Payment Period to ensure that they are able to calculate the projected Actual Annual Income. You agree to cooperate with Coding Ninjas and make available all information within the time requested, provide all necessary assistance, and take all required efforts to ensure Coding Ninjas is sufficiently able to exercise this right.

## **5. OTHER OBLIGATIONS OF THE PARTIES**

### **5.1 No other Deferred Payment Agreements**

You shall not during the Payment Period enter into any other additional deferred payment agreements or similar arrangements with any other person (including any individual, trust, corporation, partnership, or association of persons).

### **5.2 International Work**

If you intend to move out of India during the Payment Period, you shall pay the Prepayment Amount prior to carrying out such move.

### **5.3 Sharing of information with third parties**

You agree that Coding Ninjas may share information about you, your payment behavior, and your Deferred Payment Agreement with

- a. authorized third parties, agents, service providers, banks or financial institutions, including the Financial Partners;
- b. other educational institutions, online education portals, deferred payment service providers;
- c. governmental bodies,

for the following purposes:

- a. taking actions authorized under this Agreement,
- b. to provide you with the Training or other similar services either by us or third parties,
- c. to ensure collection of the appropriate payments by the Financial Partner,
- d. to waive of any amounts due as per the terms of this Agreement or ensure that you do not exceed the Training Fees,
- e. to share information with anyone authorized by you, or
- f. as required under applicable laws/ regulations, rules or as requested by any governmental authority.

5.4 You agree to be bound by the Code of Conduct of the Company.

5.5. After completion of the Training, Coding Ninjas shall have the right (but not an obligation) to find Eligible Job Offers for the Trainee. Coding Ninjas shall have the right to work with recruitment firms, companies and other third parties to help Trainees get Eligible Job Offers. The Parties accept and understand that Coding Ninjas makes no representations or guarantees for finding an Eligible Job Offer for the Trainee. The Trainee represents that he will apply for a job, in any career or recruitment drive identified or conducted by Coding Ninjas only after reviewing the company, role, location, and salary proposed by such company, and all other details as may be shared by Coding Ninjas or the Company at such time. The Trainee further accepts and understands that the Trainee's participation in any recruitment program will be subject to certain terms, conditions, and restrictions that Coding Ninjas or the Company may impose at such time.

## 6. REPRESENTATIONS & WARRANTIES

By entering into this Agreement, you hereby represent and warrant to Coding Ninjas that:

- a. you are entering into this Agreement in good faith and with the intention to make the payments of the Deferred Fees to Coding Ninjas and the relevant payments to the Financial Partner when due;
- b. that entering into this obligation does not constitute a loan or a financial instrument nor shall it be declared as a loan or any financial instrument in its filings;
- c. the information provided to Coding Ninjas in connection with entering into this Agreement is true and accurate and that there are no false, misleading or deceptive statements or omissions of fact;
- d. you have not been convicted of any crime such as cheating, theft, cheque bouncing, criminal negligence, fraud, or criminal breach of trust or any other major offence of moral turpitude;
- e. you are atleast 18 years of age;
- f. you are a citizen of India or have the legal right to work in India;
- g. you will make best efforts to seek following completion of the Training and to continue to remain employed during the Payment Period;
- h. during the Payment Period, you will not conceal, divert, defer or transfer any of their income including any non-cash consideration to such income for the purpose of avoiding or reducing their payment obligation to Coding Ninjas or otherwise;
- i. you will provide all information and documentation required under the terms of this Agreement or as reasonably requested by Coding Ninjas (or any affiliate, agent, contractor or authorized third party, including, the Financial Partner) and that such information or documentation shall be true, complete, and accurate;
- j. you have till now and shall during the Payment Period file all direct and indirect tax returns required under applicable laws which shall be true and correct in all material respects,
- k. you shall report all income on such returns, and shall pay all taxes and other assessments when due;
- l. you shall keep and maintain all accurate records for information that may be required under this Agreement during the Payment Period and for 7 years after;
- m. You must respond to communications from Company representatives within 72 hours.
- n. You will always act reasonably and in good faith make all necessary efforts to secure a job.

## 7. CONFIDENTIALITY OF INFORMATION

7.1 Coding Ninjas agrees that all your employment or financial information and any non-public records or information provided to the Company pursuant to this Agreement is personal and confidential information. Coding Ninjas further agrees not to, directly or indirectly, disclose, publish, cause to be disclosed or published, or use personal or financial information concerning you or your employment for any purposes other

than:

- a. as authorized under this Agreement;
- b. purposes incidental to the performance of this Agreement; or
- c. to enforce any rights under this Agreement.

7.2 Coding Ninjas shall use and maintain commercially reasonable security controls so as to prevent any unauthorized access to or use any of your personal and confidential information.

## 8. CONSEQUENCES WHEN A TRAINEE BREACHES THIS AGREEMENT

### 8.1 What is considered a breach of the Agreement

Without prejudice to other rights and remedies hereunder, and subject to applicable law, Coding Ninjas may deem you to be in breach under this Agreement (“**Breach**”) on the occurrence of the following, through any act or omission (whether willfully or not):

- a. failure to make any payment to Coding Ninjas or make any payment to the Financial Partner that is due under this Agreement or any arrangement between you and the Financial Partner, as applicable, in full and on time;
- b. failure to provide the information requested by Coding Ninjas (or an agent, vendor, service provider or authorized third party);
- c. failure to provide details of and confirm ownership of the Approved Bank Account;
- d. breach of any obligation/covenants or violation of any other provision of this Agreement; or
- e. breach of any obligation under Clause or
- f. opting for or joining an education institution for higher education during the period of the Agreement.

Provided that you shall be permitted to cure any Breach (other than any breach of Clause 9.1(e)) within 30 days of receiving a notice of such Breach by Coding Ninjas.

8.2 **Remedies upon Breach:** Subject to Applicable Law (including any notice and/or cure rights provided by Applicable Law), upon Breach, Coding Ninjas shall have the right to:

- a. if relevant, immediately cancel the Training Program and terminate this Agreement;
- b. collect such part of the entire Deferred Fees as has not yet been paid by you, or cause the Financial Partner to collect the Prepayment Amount, as applicable;
- c. enforce all legal rights and remedies in the collection of Deferred Fees;
- d. restrict/ restrain you from participating in any programs or services offered by Coding Ninjas in the future;
- e. block, terminate, or suspend your account on the Coding Ninjas platform; and
- f. utilize any combination of these remedies.

In such case, you agree to pay the court costs, reasonable attorneys' fees' and other collection costs related to the Breach (including the fees and costs due to the bankruptcy or insolvency, if applicable) to the extent permitted by Applicable Law.

### 8.3 Coding Ninjas right to seek equitable remedies

If Coding Ninjas concludes that money damages are not a sufficient remedy for any particular Breach of this Agreement, then Coding Ninjas shall be entitled to seek an accounting, as well as injunctive or other equitable relief that may be applicable as a remedy for any such breach to the fullest extent permitted by applicable law. Such remedy shall be in addition to all other remedies available under applicable law to Coding Ninjas.

## 9. LIMITATION OF LIABILITY

Except to the extent caused by the willful misconduct of Coding Ninjas, neither Coding Ninjas nor any agent, contractor or authorized third party shall be liable to you for any loss of employment, lost income or profits, consequential, exemplary, incidental, indirect, or special damages, even if advised by you of the possibility of such damages.

In any case, and at all times, Coding Ninjas shall only be liable for the services provided under this agreement. Coding Ninjas total cumulative liability to you in connection with this Agreement shall not at any time exceed INR 10,000.

## 10. TERMINATION OF THIS AGREEMENT

10.1 This Agreement shall be terminated by us (at our discretion) on the occurrence of the following conditions:

- a. 1 (one) year after the expiry of the Payment Period;
- b. If you drop-out from the Training as covered under Clause 1.6 above;
- c. Upon payment of the Training Fees; or
- d. in any other circumstance under this Agreement, including but not limited to early termination under Clause 2.6, unethical behaviour under Clause .4.

Provided that your obligation to pay shall survive such termination. You are also expected to share your Bank account statements, ITRs and Form 26AS etc. for the agreement duration for the termination to be processed.

**10.2 Termination due to Non-Performance:** Coding Ninjas shall have the right to terminate the Agreement and the training due to your Non-Performance (defined below) despite you putting in your best efforts in the program and your inability to cope up with the curriculum. In the event, Coding Ninjas terminates the Agreement for Non-Performance, you shall not be liable to pay the fees/charges set out in clause 1.5 provided termination of Agreement was not for reasons mentioned in clause 10.3

“**Non- Performance**” means non-completion of weekly lectures and assignments, or not attempting and clearing of all required tests and project submissions.

**10.3 Termination due to Inactivity or Lack of Communication:** Coding Ninjas shall have the right to terminate the Agreement due to Inactivity in the program or Lack of Communication with Coding Ninjas representatives over designated channels such as mail, Slack, Phone messages, calls. In the event Coding Ninjas terminates the Agreement for Inactivity or Lack of Communication, you shall be liable to pay the Training Fee set out in Clause 1.5.

“**Inactivity**” means lack of activity on the Coding Ninjas platform, or not making an effort to perform, or absence from the Training program, or continuous absence from live sessions and webinars, or Trainee failing to communicate with Coding Ninjas representatives.

“**Lack of Communication**” means the Trainee not responding to any communication from Coding Ninjas continuously over a period of 7 days.

## **11. WAIVER OF RIGHTS AND OBLIGATIONS**

**11.1** A waiver of any term, provision or condition of this Agreement shall be effective only if given in writing and signed by the waiving Party and then only in the instance and for the purpose for which it is given.

**11.2** No failure or delay on the part of any Party in exercising any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

**11.3** No breach of any provision of this Agreement shall be waived or discharged except with the express prior written consent of the Parties.

## **12. COSTS**

Other than as specifically mentioned, each of the Parties shall bear its own legal, accountancy and other costs, charges and expenses connected with the negotiation, preparation and implementation of this Agreement and any other agreement incidental to or referred to in this Agreement.

## **13. TAX IMPLICATIONS FOR THE TRAINEE**

**13.1** All payments required to be made by you under or pursuant to this Agreement shall be exclusive of Taxes and you shall be required to pay the applicable taxes over and above such payments.

**13.2** Coding Ninjas has not provided you with any tax advice or assurance of any manner.

**13.3** You agree to report this transaction in its filings as a contract for receiving services from Coding Ninjas and not as a loan or any other financial obligations. You agree to notify Coding Ninjas if it intends to take any contrary position in its filings.

## **14. DISPUTE RESOLUTION**

**14.1** In the event of a dispute or difference between the Parties arising out of or relating to this Agreement which cannot be resolved by discussion between the Parties, either Party may send the other in writing notice of the dispute or difference (“**Dispute Notice**”) together with reasonable details of such dispute or difference, whereupon the Parties shall endeavor to resolve all matters in dispute as soon as practicable.



14.2 In the event that the matter is not resolved within 21 (twenty one) days of service of the Dispute Notice, the Parties may refer the dispute to arbitration to a sole independent arbitrator appointed by Coding Ninjas within 15 (fifteen) days of expiry of the 21 (twenty one) day period referred to above.

14.3 The seat and venue of arbitration shall be New Delhi, India. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 and shall be conducted in the English language. The award of the arbitral tribunal shall be final and binding upon the Parties.

## **15. NOTICES AND ELECTRONIC COMMUNICATIONS**

15.1 Any notice, demand or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and shall be delivered personally or sent by facsimile or prepaid registered post with acknowledgment to the addresses mentioned in the description of the Parties.

15.2 Coding Ninjas may decide to delivery documents or notices electronically. You agree to receive such documents or notices by electronic delivery and to participate through an on-line or electronic system established and maintained by us or a third party designated by us.

15.3 The Company may also send you automated reminders, updates, or notices by way text, email, calls, or electronic mail on issues such as information due, payment due dates, or other information. The Company may (either directly or through third parties) also call you to get updates, give notices or ask for information. Such calls may be recorded by the Company or third parties for their records.

15.4 You give permission to Coding Ninjas to communicate such information electronically, via calls or text.

## **16. GOVERNING LAW & JURISDICTION**

16.1 This Agreement (and any dispute, controversy, proceedings or claim of whatever nature arising out of or in any way relating to this Agreement or its formation) shall be governed by and construed in accordance with the laws of India.

16.2 Each of the Parties to this Agreement irrevocably agree that the courts of Delhi shall have exclusive jurisdiction to hear and decide any suit, arbitration petition, action or proceedings, and/or to settle any disputes, which may arise out of or in connection with this Agreement and, for these purposes, each Party irrevocably submits to the exclusive jurisdiction of the courts of Delhi.

16.3 In the event of non-payment or default in payment of Deferred Fees, Coding Ninjas shall have the right to recover from you any direct costs, changes, expenses, including fees for attorneys and arbitrators, along with damages, losses and penalties in relation to such Deferred Fees

## **17. AMENDMENTS AND MODIFICATIONS**

Except as otherwise provided in this Agreement, any amendment or modification of this Agreement will not be effective unless in writing and signed on behalf of both the parties.

## **18. SURVIVAL**

The provisions of Clause 1 (Payment Obligation), Clause 3 (Trainee's Obligation to Share Information), 7 (Confidential Information), 8.2 (Remedies for Breach), 8.3 (Equitable remedies), 9 (Limitation of Liability), 10 (Tax Implications for Trainees ), 14 (Dispute Resolution), 15 (Notices), 16 (Governing Law and Jurisdiction), and this Clause 18 (Survival) shall survive the termination of this Agreement.

Expiration of the Payment Term only terminates Your obligation to make Monthly Payments from income. However, it does not terminate this Agreement or any continuing obligations You may have to the Company to this Agreement, including but not limited to the obligation to make an additional payment if the Company determines that You underreported Your income.

## **DECLARATION**

I hereby declare that I have read and understand the terms of this agreement, and

1. I understand that I can drop out of this training program at any time within a period of 4 weeks from the date of start of training with no liability whatsoever to pay Coding ninjas.
2. I understand that Coding Ninjas will never force me to join any organization and that I shall be free to choose the organization of my choice.
3. I understand that I shall get complete placement support from Coding Ninjas till the period of 21 months from the date of start of training and shall have no liability whatsoever to pay Coding Ninjas if I fail to land a job within that period.
4. I understand that I am liable to pay Coding Ninjas a sum equal to Rs3,00,000 or 15% of my CTC for 3 years, whichever is lesser, upon landing a job after placement.
5. I understand that my liability to pay Coding Ninjas is not dependent on whether or not I land a job through Coding Ninjas' placement cell. The fees I am paying is towards the training & the placement support that Coding Ninjas shall provide me.
6. I understand that if I land a job at any time post 2 months from the date of start of the training, I will still be liable to pay Coding Ninjas for the training I received as per the details in Clause 1.5.
7. I understand that my obligation to pay still survives if I am terminated from the program for any of the reasons mentioned in Clause 10.
8. I understand that if I am found hiding details about a job offer with the intent to avoid paying the tuition fees to Coding Ninjas, I will be liable for legal action against me.

In witness thereof signed by the Trainee.

\_\_\_\_\_✓

The TRAINEE: Khushboo kachhi

Address: Jabalpur, MP, 482004

Date: 10-12-2022

**ANNEXURE A****DEFINITIONS**

**“Abandon” or “Abandonment”** with respect to a Trainee means:

- a. the absence of the Trainee from any online Training Program for more than 14 days over a 60-day period; or
- b. non-responsiveness of Trainee in the Training, including extended non-submission of course work, or submissions; or
- c. cancellation of the Training Program by the Trainee.

**"Approved Bank Account"** means a bank account established by you with a financial institution designated or approved by the Company.

**"Actual Annual Income"** means the cash component of your pre-tax wages, compensation and income calculated on an annual basis from employment / consultancy/ service fees secured by you. Actual Annual Income shall include your fixed and variable performance-based bonus component. Non-cash consideration such as retirement benefits, insurance payments, fringe benefits, equity rights, ESOPs etc, payment in terms of office equipment, are not a part of your Actual Annual Income.

Actual Annual Income does not include any non- cash consideration received or deemed earned by you, directly or indirectly, including, but not limited to, contributions to qualified and non-qualified deferred compensation and retirement benefit plans, fringe benefits, or any equity rights or deferred compensation (such as those linked to your equity rights).

Coding Ninjas may estimate your Actual Annual Income using documentation provided by you and other sources determined at its discretion, which shall include industry standards, prior declarations of compensation with the employer, publicly available information relating to compensation, or any other source acceptable to Coding Ninjas.

**“Deferred Fees”** shall be calculated as per Clause 2.3(b) and (c) i.e. the lower of:

- a. INR 3,00,000 or
- b. 15% of the Actual Annual Income for 3 years.

**“Eligible Job Offer”** means any direct or indirect employment, whether temporary or permanent, and includes (but is not limited to) consulting, retainerhip, assignment based arrangements in the software technology field that the student receives more than 2 months after the start of the program.

Offers for which the selection process took place before the start of the program will be exempted, provided the student declares such ongoing processes at the time of program start by dropping an email to 'career.camp@codingninjas.com'

**“Financial Partner”** shall mean such banks or non-banking financial institutions as approved and notified by Coding Ninjas from time to time from whom the Trainee may obtain a loan for making payment of the Training Fees to Coding Ninjas, and shall include any agent or authorized representative of such bank or non-banking financial institution that may be appointed to collect information, monitor the repayment and collect dues.

**“Payment Plan”** shall mean the mode of payment for the Training as set out in the Trainee Acceptance Letter.

**"Payment Period"** refers the period during which the Trainee has an obligation to make payments to the Financial Partner in the manner provided in Annexure B.

**"Prepayment Amount"** means payment or payments made by the Trainee to the Financial Partner that extinguishes their obligations under this Agreement prior to the end of the Payment Period.

Prepayment Amount equals the Deferred Fees, less aggregate of all payments already made to the Financial Partner.

**“Trainee Acceptance Letter”** shall mean the letter provided by the Trainee to Coding Ninjas setting out their Training Fees.

“**Trainee Onboarding Letter**” shall mean the letter provided by Coding Ninjas at the time of accepting them to the Training.

"**Training**" means the training, coursework, skills, and placement assistance provided by Coding Ninjas, provided to the Trainee over the Training Period. The details of the Training shall be shared with the Trainee at the time of commencement of the Training. For additional details please refer to the FAQ mentioned on our website.

“**Training Fees**” shall mean INR 3,00,000, i.e., INR 3,00,000 as the maximum deferred fees.

“**Training Period**” shall mean a period of 9 months from the commencement of Training, or such longer period as notified by Coding Ninjas.

**ANNEXURE B****REPAYMENT TO THE FINANCIAL PARTNER**1. Repayment of Deferred Fees

- (a) The Trainee shall repay to the Financial Partner an amount equal to 15% of the Eligible Monthly Income within the 10<sup>th</sup> of each month, starting from the month of receiving the Eligible Job Offer for a period of 36 months (**Monthly Payment**).
- (b) In case the outstanding amount at the time of payment of any instalment is lesser than the Eligible Monthly Income for such month, then the Monthly Payment for such month shall be adjusted accordingly and the Trainee shall no longer be liable to make any payments to the Financial Partner. It is clarified that once the entire outstanding amount has been repaid to the Financial Partner, the Trainee shall not be liable to make any further payments to the Financial Partner.

For the purposes of this Annexure, “**Eligible Monthly Income**” shall mean an amount equal to the Actual Annual Income divided by twelve.

**Illustration 1:** If a Trainee receives an Eligible Job Offer with Actual Annual Income of INR 6,00,000, the Deferred Fees shall be calculated as  $6,00,000 \times 15\% = \text{INR } 90,000$  per year and 2,70,000 for 3 years as such amount is less than the Deferred Fees of INR 3,00,000.

The Monthly Payment shall now be calculated as  $(600,000/12) \times 15\% = \text{INR } 7,500$  payable for a period of 36 months.

**Illustration 2:** If a Trainee receives an Eligible Job Offer with Actual Annual Income of INR 18,00,000, the Deferred Fees shall be equal to the Deferred Fees of INR 3,00,000 since  $\text{INR } 18,00,000 \times 15\% = \text{INR } 2,70,000$  per year and 8,10,000 for 3 years which is greater than the Deferred Fees.

The Monthly Payment shall now be calculated as  $(18,00,000/12) \times 15\% = \text{INR } 22,500$  payable for a period of 13 months and shall be INR 7,500 for the 14<sup>th</sup> month.

2. It is clarified that in the event the Trainee is no longer engaged in the Eligible Job Offer at any time during the Payment Period for any reason whatsoever, the Trainee shall continue to have an obligation to repay the Financial Partner in the manner set out in this Annexure.

3. How are payments required to be made

- (a) The Trainee will choose one of the following options to recurring Monthly Payments to the Financial Partner and any other payment(s) owing under this Agreement:
- i. Electronic funds transfers from their Approved Bank Account;
  - ii. Payments by credit card;
  - iii. Wire Transfer/Net Banking (NEFT)/Debit Card; and
  - iv. Cheque/Demand Draft.
- (b) The Trainee will also designate its Approved Bank Account. The Trainee will be required to provide Coding Ninjas and the Financial Partner at least 30-day notice if it wishes to change the Approved Bank Account.
- (c) The Trainee will deposit all income from any source directly to the Approved Bank Account. The Trainee will provide details and require their employers, service recipient to ensure the direct deposit of monies to the Approved Bank Account.

4. Prepayment and Discounts

- (a) The Trainee can prepay us or the Financial Partner under this Agreement by paying the Prepayment Amount. For clarity, the Prepayment Amount equals

i. **the Deferred Fees,**

less of,

ii. **aggregate of all previous payments already made by the Trainee to the Financial Partner.**

- (b) It is clarified that despite making prepayment under this Annexure, the Trainee shall continue to have the obligation to pay any

outstanding fees or other amounts that the Trainee may owe Coding Ninjas under this Agreement.